

## THE TOWNSHIP OF EWING

Municipal Complex  
2 Jake Garzio Drive  
Ewing, NJ 08628



Phone: (609) 883-2900  
Admin. Fax: (609) 538-0729  
Clerk Fax: (609) 771-0480  
Web Address: [www.ewingnj.org](http://www.ewingnj.org)

September 12, 2019

### VIA EMAIL

Caroline Haskins ([79715-24804462@requests.muckrock.com](mailto:79715-24804462@requests.muckrock.com))

Re: Open Public Records Act Request

Dear Ms. Haskins:

Ewing Township (the "Township") is in receipt of your Open Public Records Act (OPRA) request which was received by the Township on August 29, 2019. As such, the seven (7) business-day deadline to respond to your request is September 10, 2019. Pursuant to N.J.S.A. 47:1A-5, the Township extended the response deadline to September 13, 2019. Your OPRA request sought access to the following:

*1) All calendar invitations, instructional materials, presentations and presentation materials (including recorded video and audio, PowerPoint files, prepared remarks, and slides formats), and other documents that mention Ring devices and/or the Neighbors app. This includes A) any minutes/notes taken during meetings that discussed the use of Ring devices and/or the Neighbors app, B) any explanations (whether internally or externally generated) of how Ring devices and/or the Neighbors app work, and C) any other document that has been used to help explain the use, marketing, or promotion of Ring devices and/or the Neighbors app to any party, including internal documentation, public relations materials, and executive summaries.*

*2) A copy of any privacy impact assessments, use policies, standard operating procedures, data retention policies, legal opinions, warranties, non-disclosure agreements, contracts, liability waivers, insurance agreements, Promotional Discount Agreements, Requests for Proposals, Responses to Requests for Proposal, Memorandums of Understanding, Letters of Interest, usage policies, or informal agreements between the city and Ring.*

*3) A copy of any funding opportunity announcements, grant applications and grantor status/progress reports, reports to legislative bodies, annual reports that mention Ring or the Neighbors app, as well as audit records,*

*including but not limited to security audits of the software, misuse reports, and reports to oversight bodies.*

*4) Any digital communications including but not limited to emails and text messages) as well as documents, (including but not limited to PDF, word processing, excel, and slide documents) that mention Ring or the Neighbors app.*

*5) Any digital communications (including but not limited to emails and text messages) between city government workers with Ring representatives.*

After careful review, the Township objects to your OPRA request as vague and overbroad, and failing to seek reasonably identifiable government records. Controlling case law has repeatedly construed OPRA as limited to requests for reasonably identifiable records. In this regard, courts have found, “[u]nder OPRA, agencies are required to disclose only ‘identifiable’ governmental records not otherwise exempt.” MAG Entm’t, LLC v. Div. of Alcoholic Beverage Control, 375 N.J. Super. 534, 549 (App. Div. 2005). OPRA does not “‘authorize a party to make a blanket request for every document’ a public agency has on file.” Bent v. Stafford Twp. Police Dep’t, 381 N.J. Super. 30, 36 (App. Div. 2005). The requester must specifically describe the document sought so that the records may be readily and reasonably identified within the short time frame within which government custodians must respond. Id. at 36–37. “A records request must be well defined so that the custodian knows precisely what records are sought.” Paff v. Galloway Twp., 229 N.J. 340, 355 (2017).

Here, your OPRA request is vague and overbroad as it fails to seek a particular record which can be readily and reasonably identified. Furthermore, complying with your OPRA request would impermissibly require the Township to conduct an unbounded, record-by-record search of its voluminous files for the requested records.

Specifically, Parts 1 and 3 of your OPRA request for documents and materials that “mention Ring devices and/or the Neighbors app” fail to seek a particular record which can be readily and reasonably identified. This request fails to reasonably describe the documents requested with sufficient identifying information. Both requests do not contain a date restriction and potentially encompass a massive number of individuals and documents. These requests would require the records custodian to search and analyze records from every employee and department in the Township to discern whether the documents are within the scope of your OPRA request.

Part 2 of your OPRA request is even broader than the previous requests because it contains no specific subject matter or date restriction, encompasses an exorbitant number of possible individuals, and does not identify any particular documents that can be readily and reasonably identified.

Finally, Parts 4 and 5 of your OPRA request seeking “any digital communications” between “city government workers” and “Ring representatives” or that “mention Ring or the Neighbors app” is vague and overbroad as it fails to seek a particular record which can be readily and reasonably identified. These requests lack specificity regarding the type of communications sought, the individuals involved and the subject matter addressed. There are no limiting identifiers on the senders or recipients of the requested correspondence. As such, these requests would require the records custodian to search and analyze

records from every employee and department in the Township to discern whether the documents are within the scope of your OPRA request.

Nevertheless, subject to and without waiving this objection, the Township is providing you with responsive documents to Parts 1, 2 and 3 of your OPRA request based on its good faith review of its records.

Should you wish to resubmit or clarify your OPRA request, we ask that you please clearly and reasonably describe the specific documents being requested with sufficient identifying information, including specific email domains (i.e., emails from: @ring.com), specific dates or range of dates, and/or the individuals involved.

If your request for access to a government record has been denied or unfilled within the seven (7) business days required by law, you have a right to challenge the decision by the Ewing Township Clerk's Office to deny access. At your option, you may either institute a proceeding in the Superior Court of New Jersey or file a complaint with the Government Records Council (GRC) by completing the Denial of Access Complaint Form. You may contact the GRC by toll free telephone at 866-850-0511, by mail at P.O. Box 819, Trenton, NJ 08625, by email at [grc@dca.state.nj.us](mailto:grc@dca.state.nj.us), or at their website at [www.state.nj.us/grc](http://www.state.nj.us/grc). The GRC can also answer other questions about the law. All questions regarding complaints filed in Superior Court should be directed to the Court Clerk in your County.

If you should have any questions or need additional assistance, please do not hesitate to contact this office at (609) 538-7609.

Sincerely,



Kim J. Macellaro, RMC  
Ewing Municipal Clerk





Neighbors by Ring



**Neighborhood Update**  
**Suspect in Custody**  
**32nd Street**  
**6:36am**



**Neighborhood Alert**  
**Suspicious Person**  
**32nd Street**  
**6:08am**

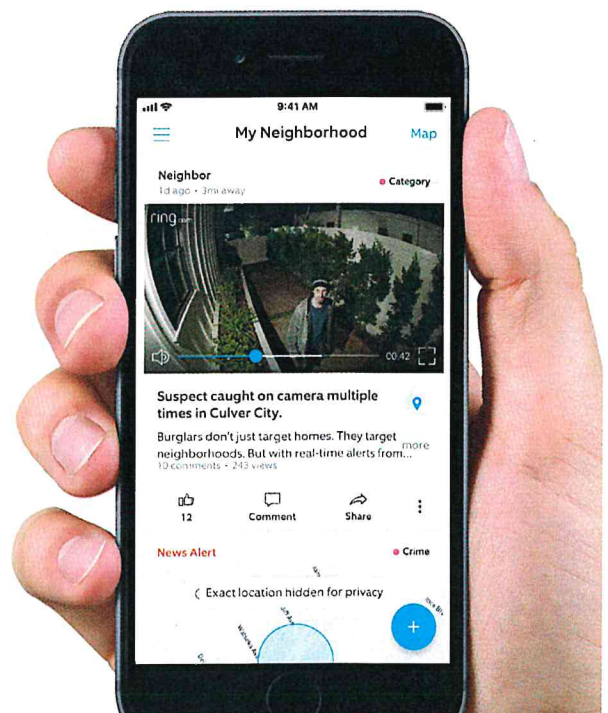
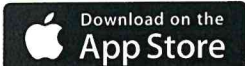


## Ewing Township Police Department has joined Neighbors by Ring!

Neighbors by Ring is the new Neighborhood Watch App that sends real-time crime and safety notifications directly to your phone. The **Ewing Township Police Department** has joined the Neighbors App to share alerts, comment on local issues and help make our communities safer for everyone.

### Join the Ewing Township Police Department on the Neighbors App

Text **ewingtwp** to 555888 to download the free Neighbors App to see what's going on in your community right now. Share the App with your neighbors, friends and family to make a difference in your neighborhood today.



## SUBSIDY PROGRAM AGREEMENT

This Subsidy Program Agreement ("Agreement") is made and entered into as of the last signature date set forth below, by and between the Ewing Township ("City") and Ring LLC, a Delaware limited liability company ("Ring"). City and Ring are sometimes hereinafter individually referred to as "Party" and hereinafter collectively referred to as the "Parties."

### RECITALS

WHEREAS, Ring produces security cameras, video doorbells and alarm systems for residential use which link smartphone users to their devices.

WHEREAS, with this technology, the homeowner has the capability to see, hear and speak to visitors through their smartphones, tablets or desktops.

WHEREAS, the City desires to collaborate with Ring to establish a subsidy program whereby City residents can purchase Ring's security cameras, video doorbells and alarm systems for use at residences within the City at a discounted price to enhance security and safety in the community.

WHEREAS, the subsidy program will be operated on a first-come-first-served basis.

WHEREAS, the subsidy program will be administered separate and apart from any other program or agreement between Ring and the City (or any agency or subdivision thereof), including, without limitation, any law enforcement agency's participation in Ring's Neighbors application.

WHEREAS, the City finds that the dedication of public funds under this Agreement will serve the safety of City residents, an issue of important public purpose.

### OPERATIVE PROVISIONS

**NOW, THEREFORE, in consideration of the mutual promises and covenants made by the Parties and contained herein and other consideration, the value and adequacy of which are hereby acknowledged, the Parties agree as follows:**

1. **Recitals are Part of Agreement.** The preceding Recitals are part of this Agreement.
2. **Ring Obligations.** Ring agrees to do the following in furtherance of this Agreement:
  - a. Ring will collaborate with the City on the distribution and marketing of the Ring Video Doorbell 2, Ring Video Doorbell Pro, Ring Spotlight Cam Wired, Ring Spotlight Cam Battery, Ring Floodlight Cam, Ring Alarm,

Ring Spotlight Cam Solar, Ring Stick Up Cam Wired and Ring Stick Up Cam Battery (each, a "Product" and collectively, the "Products") to residents of City ("Residents").

- b. During the Subsidy Period (as defined below), Ring will directly provide 200 unique subsidy codes ("Subsidy Codes") to Residents with a \$100.00 discount off the sales price for one (1) of the Products at checkout. Each Resident is entitled to only one Subsidy Code. Each Subsidy Code may only be used once per household. Only codes sent to the resident through Ring communications channels will be valid. Subsidy Codes shall only be redeemable for Products being sold at full price, and may not be redeemed for Products that are on sale or are otherwise being offered at a discount. Subsidy Codes may not be combined with any other offer.
  - c. Ring will fulfill orders for Products when Residents provide information and payment required using the information required for Ring to complete delivery of the Product (including name, address, email address, etc.). Standard delivery shall be in accordance with Ring's then-existing shipping policies. Ring will use commercially reasonable efforts to ship the Products within three (3) business days from date the order was placed.
  - d. Ring will provide product and user support to Residents who purchase Products, including warranty for the security device(s) and, if the resident chooses to, the option to hire someone to install the device(s). These options will be provided at checkout at the user's expense.
  - e. Ring will provide marketing support and materials for City to distribute to Residents, such as brochures and flyers.
  - f. Ring shall contribute \$50.00 of the \$100.00 discount specified in section 2.b above.
  - g. Within thirty days after the end of the Subsidy Period, Ring will provide the City with an accounting statement (the "Accounting Statement") setting forth the number of Products purchased using the Subsidy Code during the Subsidy Period and such other information reasonably requested by City to enable the Parties to determine the City's required City contribution amount, as specified in Section 3.a below.
3. **City Obligations.** The City agrees to do the following in furtherance of this Agreement:
- a. Within thirty (30) days of its receipt of the Accounting Statement from Ring, City shall pay Ring an amount equal to \$50.00 of the \$100.00 discount specified in section 2.b above for the first Product sold to each

Resident household during the Subsidy Period using a Subsidy Code. No other Product is eligible for a City contribution. The maximum contribution payable by the City to Ring under this Agreement shall not exceed \$10,000 (the "Maximum Contribution").

- b. During the Subsidy Period, the City agrees to make reasonable efforts to promote the program provided in this Agreement on the City's website, social media platforms, such as Facebook and Twitter; issue press release(s), and/or have brochures and flyers available at City Hall for the public. The Parties shall agree to a joint press release to be mutually agreed upon by the Parties. The City agrees it shall not issue any press release related to the program without Ring's prior written consent. All press releases issued by the City shall be made available to the public on the City's website, social media platform, or other platform as approved by Ring.
  - c. The City shall be responsible for verifying the residency and eligibility of Residents. Notwithstanding the foregoing, in no event shall the City impose any requirements or restrictions on any Resident's use of the Products (*e.g.*, City shall not require Residents provide recordings captured by the Products to the City or any agency or subdivision thereof, including local law enforcement), whether as part of a Resident's eligibility or otherwise.
- 4. **Subsidy Period.** The "Subsidy Period" shall commence on a date mutually agreed by the Parties and shall expire upon the earlier of the following:
  - a. Forty-five (45) days after the commencement of the Subsidy Period; or
  - b. The Maximum Contribution has been reached.
- 5. **Termination.** Each of the City and Ring reserves the right to terminate this Agreement at any time, with or without cause, upon thirty (30) days' written notice to the other party, except that where termination is due to the fault of the non-terminating party, the period of notice may be such shorter time as may be determined by the terminating party.
- 6. **Indemnification.**

Ring shall indemnify, defend and hold harmless the City, its officers, officials, employees and volunteers from and against any third party claims, allegations, lawsuits, proceedings, losses, liabilities, damages, judgments, settlements costs or expenses, arising out of Ring's negligence or willful misconduct in connection with performance of this Agreement.



The City shall indemnify, defend and hold harmless Ring, its officers and employees from and against any third party claims, allegations, lawsuits, proceedings, losses, liabilities, damages, judgments, settlements costs or expenses, arising out of City's negligence or willful misconduct in connection with performance of this Agreement.

7. **Limitation of Liability.** In no event will (a) either Party be liable for any loss of data, loss of profits, cost of cover or other special, incidental, consequential, indirect, punitive, exemplary or reliance damages arising from or in relation to this Agreement, however caused and regardless of theory of liability and (b) either Party's aggregate liability for damages or indemnification under this Agreement exceed the Contribution Cap.
8. **Independent Contractor.** Neither the City nor any of its employees shall have any control over the manner, mode or means by which Ring, its agents or employees, perform the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Ring's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Ring shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Ring shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Ring in its business or otherwise or a joint venturer or a member of any joint enterprise with Ring.
9. **Governing Law.** This Agreement shall be interpreted, construed and governed both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Ring covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. In the event of litigation in a U.S. District Court, venue shall lie exclusively in the Central District of California, in the County of Los Angeles, State of California.
10. **Notices.** Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and sent by email, in the case of the City, to [mflynn@ewingnj.org](mailto:mflynn@ewingnj.org) and in the case of Ring, to August Cziment at [a@ring.com](mailto:a@ring.com) and [legal@ring.com](mailto:legal@ring.com). Either party may change its email address by notifying the other party of such change.



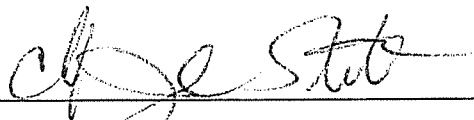
11. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.
12. **Integration; Amendment.** This Agreement is the entire, complete and exclusive expression of the understanding of the Parties. It is understood that there are no oral agreements between the Parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the Parties, and none shall be used to interpret this Agreement. No amendment to or modification of this Agreement shall be valid unless made in writing and approved by Ring and by the City. The parties agree that this requirement for written modifications cannot be waived and that any attempted waiver shall be void.
13. **Assignment.** City will not assign this Agreement, in whole or in part, without Ring's prior written consent. Any attempt to assign in violation of this section is void in each instance. Ring may assign this Agreement (or any of its rights and obligations under this Agreement): (a) to any of its affiliates; or (b) in connection with any merger, consolidation, reorganization, sale of all or substantially all of its assets or any similar transaction. All the terms and conditions of this Agreement will be binding upon, will inure to the benefit of, and will be enforceable by the Parties and their respective successors and permitted assigns.
14. **Severability.** In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.
15. **Corporate Authority.** The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the parties.

[SIGNATURE PAGE FOLLOWS]

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement on the date and year first-above written.

**CITY:**

Ewing Township

By: 

Name: John Stemler III

Title: Chief of Police

Date:

**RING:**

RING LLC

By: \_\_\_\_\_

Name: Mel Tang

Title: Vice President

Date:

Address: 1523 26<sup>th</sup> Street, Santa Monica CA 90404



**Neighbors by Ring**  
Memorandum of Understanding

This agreement is entered into this 20th day of February, 2019 by and between Ring LLC ("Ring") and Ewing Police Department ("Agency"), (collectively the "parties") and will provide Agency access to the Neighbors Portal to communicate with users of the Neighbors app ("Ring Neighbors") and encourage community engagement as we work together to make Ewing ("City") neighborhoods safer.

- ☐ Neighbors by Ring app ("Neighbors App") is a digital neighborhood watch that both law enforcement and the public may access free of charge by downloading the Neighbors App (iOS and Android).
- ☐ The Neighbors App allows users to share and comment on real time crime and safety events in their neighborhood.
- ☐ As part of the program, Agency may:
  - o Utilize the critical crime and safety events that are posted in the Neighbors App by Ring Neighbors to assist in law enforcement operations and investigations; and
  - o Post information relating to critical incidents and other incidents in the app to keep Ring Neighbors informed regarding issues in their neighborhoods.

With an understanding that a robust, active and engaged user community is essential to the immediate, sustained and ongoing success of the program, the parties agree to the following responsibilities:

**Ring**

- ☐ Make the Neighbors App available to City residents free of charge.
- ☐ Make the Neighbors Portal available to Agency free of charge, including ongoing support and training for Agency employees.

**Agency**

- ☐ Maintain appropriate access controls for Agency personnel to use the Neighbors Portal.

**Press Release**

The parties shall agree to a joint press release to be mutually approved by the parties. Neither party may use the other party's name, logo, or likeness in any advertising or press release without prior written approval of the other party. Notwithstanding the foregoing, Ring shall be permitted to provide in-app alerts to Ring Neighbors announcing Agency's participation in the Neighbors App.

**Term**

Agency's participation in the program shall commence upon Agency's acceptance of these program terms. Either party may terminate Agency's participation in the program at any time by providing 30 days' written notice to the other party; provided that in the case of material breach of this Agreement by the Agency, Ring shall only be required to provide three days' written notice to Agency.

**Privacy and Terms of Use**

Ring will not provide any customer personal information, including video footage, to Agency without the prior consent of the owner or properly issued legal process that complies with federal and state law, as applicable. Agency agrees to use the Neighbors Portal only as expressly authorized by Ring and only in connection with bona fide Agency work. Ring's terms of service and privacy notice, as posted on Ring.com, shall apply to all uses of the Neighbors App and, as applicable, the Neighbors Portal.

**Compensation**

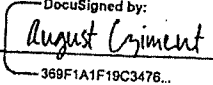
At no point shall either party receive compensation from each other as a result of this program.

**Confidentiality**

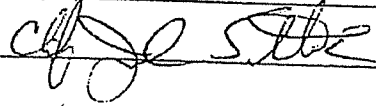
Unless otherwise required by law, the Parties shall not disclose the terms of this program or any information that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential.



RING LLC

Date: 2/20/2019  
By:   
Name: August Cziment  
Title: Director of Operations

Agency

EVING POLICE DEPT  
Date: 2/20/19  
By:   
Name: JOHN STEMLER III  
Title: CHIEF